

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM398067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bankruptcy Estate of Atherotech, Inc.		09/01/2016	Bankruptcy estate of corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ningbo Alabama, LLC		
Street Address:	201 London Parkway		
Internal Address:	# 400		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35211		
Entity Type:	Limited Liability Company: ALABAMA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3237258	THE VAP CHOLESTEROL TEST	
Registration Number:	2758837	VAP	
Registration Number:	4158304	THE LIPID LIBRARY A RESOURCE FROM ATHERO	
Registration Number:	3899774	ATHEROTECH	
Registration Number:	3900650	OUR HEALTHY HEART DISEASE MANAGEMENT FRO	
Registration Number:	3900647	THE VAP TEST FROM ATHEROTECH	
Registration Number:	3900651	ATHEROTECH DIAGNOSTICS LAB	
Registration Number:	4451138	OUR HEALTHY HEART	
Registration Number:	4408290	THE VAP LIPID PANEL +	
Registration Number:	4752247	VLP VERTICAL LIPOPROTEIN PARTICLE	
Registration Number:	5030836	CHECK9	
Registration Number:	5030835	CHECK9 PCSK9	
Registration Number:	5030818	VAP LIPID PANEL +	
Registration Number:	5030817	THE NEW STANDARD	
Serial Number:	86875167	VAP +	
Serial Number:	86875155	ATHEROTECH DIAGNOSTICS LAB	
Serial Number:	86875150	QUALITY TESTING IS IN OUR BLOOD	

OP \$440.00 3237258

CORRESPONDENCE DATA**Fax Number:** 2054886267

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 205-521-8267**Email:** devans@bradley.com**Correspondent Name:** Donita Evans**Address Line 1:** 1819 Fifth Avenue North**Address Line 2:** Bradley Arant Boult Cummings LLP**Address Line 4:** Birmingham, ALABAMA 35203

ATTORNEY DOCKET NUMBER:	0A9110-107728
NAME OF SUBMITTER:	Donita Evans
SIGNATURE:	/donita evans/
DATE SIGNED:	09/12/2016

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), dated as of September 1, 2016, is made by Thomas E. Reynolds, as Chapter 7 Trustee for the bankruptcy estate of Atherotech, Inc. (the "Seller"), in favor of Ningbo Alabama, LLC, an Alabama limited liability company (the "Buyer"), the purchaser of certain assets of Seller pursuant to that certain Third Amended and Restated Asset Purchase Agreement, dated August 22, 2016 (the "Asset Purchase Agreement"), by and among Seller, Buyer and Ningbo Medical Systems Biotechnology Co., Ltd.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office (the "USPTO") and corresponding entities or agencies in any applicable jurisdiction.

WHEREAS, on August 26, 2016, the United States Bankruptcy Court for the Northern District of Alabama (the "Bankruptcy Court") entered an *Order (I) Approving the Sale of the Acquired Assets Free and Clear of Claims, Liens, Interests and Encumbrances; (II) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* (the "Sale Order") Dkt No. _____, in which the Bankruptcy Court, among other things, approved the sale transaction contemplated by the Asset Purchase Agreement, free and clear of all liens, claims, interests and encumbrances, and authorized and directed Seller and Buyer to perform, consummate, implement, and close the transactions contemplated by the Asset Purchase Agreement together with any additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, free and clear of all liens, claims, interests and encumbrances in accordance with the Sale Order:

a. the trademark registrations and trademark applications set forth on Schedule 1 attached hereto and all issuances, extensions and renewals thereof;

b. all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the USPTO and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. Pursuant to the Asset Purchase Agreement, Buyer has obtained from Seller all aspects of the business to which the Assigned Trademarks relate. The representations, warranties, covenants, agreements, reservations of claims, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Alabama, without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

SELLER:

THOMAS E. REYNOLDS, as Chapter 7
Trustee for Atherotech, Inc.

By: _____

AGREED TO AND ACCEPTED:

NINGBO ALABAMA, LLC

By: 2/2/03
Name: WANG HAIPING
Title: PRESIDENT

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

SELLER:

THOMAS E. REYNOLDS, as Chapter 7
Trustee for Atherotech, Inc.

By: Thomas E. Reynolds

AGREED TO AND ACCEPTED:

NINGBO ALABAMA, LLC

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Assignment]

Schedule 1

1. The VAP Cholesterol Test, Trademark Registration No. 3,237,258, Registration Date: May 1, 2007.
2. VAP, Trademark Registration No. 2,758,837, Registration Date: September 2, 2003.
3. The Lipid Library a Resource from Atherotech, Trademark Registration No. 4,158,304, Registration Date: June 12, 2012.
4. Atherotech, Trademark Registration No. 3,899,774, Registration Date: January 4, 2011.
5. Our Healthy Heart Disease Management from Atherotech, Trademark Registration No. 3,900,650, Registration Date: January 4, 2011.
6. The VAP Test from Atherotech, Trademark Registration No. 3,900,647, Registration Date: January 4, 2011.
7. Atherotech Diagnostic Lab, Trademark Registration No. 3,900,651, Registration Date: January 4, 2011.
8. Our Healthy Heart, Trademark Registration No. 4,451,138, Registration Date: December 17, 2013.
9. VAP Lipid Panel +, Trademark Registration No. 4,408,290, Registration Date: September 24, 2013.
10. VLP Vertical Lipoprotein Particle, Trademark Registration No. 4,752,247, Registration Date: June 9, 2015.
11. Check9, Trademark Registration No. 5,030,836, Registration Date: August 30, 2016.
12. Check9 PCSK9, Trademark Registration No. 5,030,835, Registration Date: August 30, 2016.
13. VAP Lipid Panel +, Trademark Registration No. 5,030,818, Registration Date: August 30, 2016.
14. The New Standard, Trademark Registration No. 5,030,817, Registration Date: August 30, 2016.
15. VAP +, Trademark Application No. 86875167, Application Date: January 14, 2016.
16. Atherotech Diagnostics Lab, Trademark Application No. 86875155, January 14, 2016.
17. Quality Testing is in Our Blood, Trademark Application No. 86875150, January 14, 2016.